



STATE OF INDIANA
OFFICE OF THE ATTORNEY GENERAL

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GREG ZOELLER
INDIANA ATTORNEY GENERAL

September 4, 2013

Ms. Ellen D. Gregory
Attorney at Law
6902 Warwick Drive
Indianapolis, IN 46220

Dear Ms. Gregory:

Enclosed please find an original signed MOU between the Office of the Indiana Attorney General and East Chicago Waterway Management District for legal and collection services pertaining to ECWMD user fee collections.

Please feel free to contact Matt Light at (317) 232-6333 or matt.light@atg.in.gov if you have any questions.

Sincerely,

A handwritten signature in black ink, reading "Alice A. Davidson".

Alice A. Davidson
Administrative Assistant
Advisory & ADR Services

enclosure

**MEMORANDUM OF UNDERSTANDING
BETWEEN
OFFICE OF INDIANA ATTORNEY GENERAL
AND
EAST CHICAGO WATERWAY MANAGEMENT DISTRICT
FOR LEGAL AND COLLECTIONS SERVICES**

This Memorandum of Understanding ("MOU") is made and entered into this 17th day of JULY, 2013, between the Indiana Office of the Attorney General ("OAG") and the East Chicago Waterway Management District ("ECWMD").

WHEREAS ECWMD is created by Indiana Code § 8-10-9-3 and 8-10-9-4 as a body corporate and politic performing essential governmental functions of the state and the city of East Chicago.

WHEREAS ECWMD was created for the purposes, as set forth in Indiana Code § 8-10-9-5, of managing the waterways of East Chicago in an environmentally sound manner and in ways that promote economic development in the district.

WHEREAS pursuant to its authority in Indiana Code § 8-10-9-8, the ECWMD Board has adopted a resolution providing for imposition of user fees on owners of property adjacent to the waterways managed by the ECWMD, and WHEREAS the ECWMD has a need to supplement its legal and collections services staff with OAG counsel and staff that can provide legal services to collect unpaid and delinquent user fees.

WHEREAS OAG has certain legal counsel on staff as Deputy Attorneys General (hereinafter "DAG" or "DAGs") and paralegals that possess both the acumen and ability to meet ECWMD's needs regarding matters referenced above.

THEREFORE, OAG and ECWMD hereby agree as follows:

1. The OAG will provide the services of a DAG and a paralegal for the primary purpose of providing legal and collections services pertaining to ECWMD user fee collections. ECWMD shall provide the assigned DAG and paralegal with all information, including documents, files and records, and shall make its staff available, as is reasonably necessary for the OAG to be able to fulfill its duties under this MOU.

2. ECWMD will pay the OAG a blended rate of forty-five dollars per hour (\$45.00) for the services of DAGs and/or paralegals working on ECWMD matters referred to the OAG by ECWMD. This rate represents the combined average costs for salary, benefits, and operational overhead of the OAG Collections Section staff in handling these types of matters and cases. Any increase in this rate shall be approved by the ECWMD Board prior to taking effect.

3. In addition to hourly rate specified in paragraph two (2), ECWMD shall reimburse OAG for expenses incurred in the discharge of the duties under this Agreement. Said reimbursable items of expense shall include all necessary mileage, lodging, legal research fees, postage including FedEx, long distance phone calls and faxes. All other expenses must be pre-approved in writing by ECWMD.

4. The OAG shall prepare an itemized quarterly statement providing a summary of work performed under this MOU. The statement will also specify all expenses for which OAG seeks reimbursement. In no event shall OAG be reimbursed for expenses in excess of those allowed in the rules governing expenses established by the State of Indiana for state employees.

5. In collecting user fee payments from specified delinquent accounts, the OAG may provide that payments be made to the OAG and then processed to deduct any outstanding invoice amounts before forwarding the net remaining amounts to the ECWMD. The OAG will provide appropriate accounting records in each such instance and upon request of the ECWMD.

6. The OAG staff providing services under this MOU shall maintain offices or workspaces within OAG unless other arrangements are agreed to by the parties.

7. In the event the performance of an assigned DAG does not meet performance standards reasonably acceptable to ECWMD, ECWMD shall notify the OAG and a mutually agreeable successor DAG shall be assigned to handle work under this MOU.

8. OAG will be responsible for providing services under this MOU, and this MOU shall not change the nature of the at-will employment of the DAG(s) or OAG staff, who will remain at all times at-will employees of the OAG and serve at the pleasure of the Attorney General or his authorized designee.

9. This MOU shall be effective as of the date of approval by the State Budget Agency and continue in effect until June 30, 2015 or until terminated in writing by either party. Either party may terminate this MOU upon 30 days written notice. At the termination of this

MOU for any reason, ECWMD shall have no obligation to provide any further payment to the OAG other than for costs and expenses incurred but not paid.


10. If the Director of the State Budget Agency makes a written determination that funds are not appropriate or otherwise available to support continuation of performance of this MOU, this MOU shall be terminated. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

OFFICE OF ATTORNEY GENERAL

EAST CHICAGO WATERWAY MANAGEMENT
DISTRICT

Executed by:

Executed by:



Matthew J. Light, Chief Counsel for
Attorney General Gregory F. Zoeller




John Fekete, President

Date: 7/27/13

Date: JULY 17, 2013

Approved:

 for

Brian Bailey
Director, State Budget Agency

Date: 8/6/13